

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 1183

T06-0069

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Illinois Central Railroad Company ("Company"), the Village of Bluford ("Village"), Jefferson County ("County") and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through application for assistance from the Grade Crossing Protection Fund that inquiry should be made into the matter of improving public safety at the highway bridge carrying Short Street over the Company's track in Bluford, Jefferson County, Illinois, designated as crossing AAR/DOT #295 162S, railroad milepost 40.80-U; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund ("GCPF") of the Motor Fuel Tax Law ("MFT") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Demolition and removal of the existing structurally deficient, 135-foot grade separation consisting of a single-span, steel, through girder and four timber beam approach spans.
- (b) Construction of a three-span, precast, pre-stressed, concrete deck on concrete piers and concrete abutments on steel piles. See Exhibit B.

DOCKETED

Section 3 The County, on behalf of the Village, has prepared a preliminary general plan and elevation and cost estimate to accomplish the proposed bridge improvements, which may be required by Commission Order. The drawing and cost estimate are attached and incorporated herein by reference as Exhibit B.

The County, on behalf of the Village, shall upon Order, according to the requirements contained therein, prepare and submit a copy of the final construction plans, estimates of cost and any required specifications for the proposed bridge reconstruction for the approval of the Company and the Department. The County agrees that an appropriate time for the submission of plans should be six (6) months from the date of the Commission Order approving this Agreement.

The Company and Department shall each provide notice (via phone, electronic mail, standard mail, or fax) to the Commission within forty-five (45) calendar days after each has received the final construction drawings and estimates of cost and any required specifications for the proposed improvements from the County. The notice shall indicate the Company's and the Department's approval or disapproval of the final construction drawings, estimates of cost and any required specifications for the proposed improvements.

Section 4 The County, on behalf of the Village, shall, upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be eighteen (18) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	COUNTY (VILLAGE)	COMPANY	IDOT
Demolish and remove the existing structure; Construct a new 3-span, precast, prestressed, concrete deck beam bridge	\$722,000	60% \$433,200 ¹	30% \$216,800 ²	10% \$72,000 ³	\$0
TOTALS	\$722,000	\$433,200	\$216,800	\$72,000	\$0

Notes:

¹ Total Grade Crossing Protection Fund (GCPF) assistance not to exceed \$433,200; any installation costs above the estimated amount of \$722,000 will be divided between the GCPF and the parties in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.;

² Village responsible for all future maintenance costs associated with the new bridge and approaches.

³ Company assistance is up to 10% of the actual cost, not to exceed \$72,000.

Section 6 The County, on behalf of the Village, is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution incorporated herein by reference as Exhibit C. The County shall submit a certified copy of the Resolution at the same time as the Execution Page of this Agreement is submitted to the Commission.

Section 7 Special Provisions: Any and all contractors engaged by the County and/or Township to perform project related work within the Company's right-of-way should comply with Articles 107.10, 107.11 and 107.12 of the Department's most current "Standard Specifications for Road and Bridge Construction".

The County, on behalf of the Village, and the Company, shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibits D and D1, along with this executed Agreement.

The County shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit D, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the County Project Manager.

All bills for expenditures authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Region 5, District 9 Office of the Department at P.O. Box 100, Carbondale, Illinois 62903. The Department shall send a copy of all bills to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

SECTION 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the County, shall provide sufficient documentation for all bills. The minimum documentation requirements are:


- a) Labor Charges (including additives) - Copies of employee work hours charged to the highway account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the highway account code for the project.

- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the highway account code for the project.
- e) Supervision - Copies of employee work hours charged to the highway account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

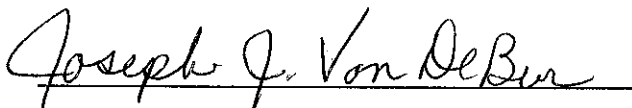
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 10th day of April 2006.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Joseph J. Von De Bur
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 1183, executed by Commission Staff on April 10, 2006, concerning safety improvements at the highway bridge carrying Short Street (**AAR/DOT #295 162S; milepost 40.80-U**) over the Illinois Central Railroad Company's tracks, located in Bluford, Jefferson County, Illinois.

Executed by the Illinois Central Railroad Company this 17 day of April 2006.

ILLINOIS CENTRAL RAILROAD COMPANY

By: Saul E. Lader

WITNESS
Attest:

Sh M. Lefebvre
MANAGER PUBLIC WORKS
CH

Illinois Commerce Commission Stipulated Agreement No. 1183, executed by Commission Staff on April 10, 2006, concerning safety improvements at the highway bridge carrying Short Street (**AAR/DOT #295 162S; milepost 40.80-U**) over the Illinois Central Railroad Company's tracks, located in Bluford, Jefferson County, Illinois.

Executed by Jefferson County this 24th day of April 2006.

COUNTY OF JEFFERSON

By: X *Don Rector Sr*

Attest:

Don Rector

Illinois Commerce Commission Stipulated Agreement No. 1183, executed by Commission Staff on April 10, 2006, concerning safety improvements at the highway bridge carrying Short Street (**AAR/DOT #295 162S; milepost 40.80-U**) over the Illinois Central Railroad Company's tracks, located in Bluford, Jefferson County, Illinois.

Executed by the Illinois Department of Transportation this 2nd day of June 2006.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
Milton R. Sees, Director of Highways/Chief Engineer

Illinois Commerce Commission Stipulated Agreement No. 1183, executed by Commission Staff on April 10, 2006, concerning safety improvements at the highway bridge carrying Short Street (**AAR/DOT #295 162S; milepost 40.80-U**) over the Illinois Central Railroad Company's tracks, located in Bluford, Jefferson County, Illinois.

Executed by the Village of Bluford this 13 day of July 2006.

VILLAGE OF BLUFORD

By: Wm. C. Harmon

Attest:

Sandra L. Richardson/Clerk

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT – CROSSING DATA FORM
EXISTING HIGHWAY OVER RAILROAD
IDOT SN: 041-9926**

GENERAL INFORMATION:

RAILROAD	Illinois Central Railroad Company
USDOT#, MILEPOST, STREET, CITY, COUNTY	295 162S, 40.80-U (Structure No. 041-9926) Short Road, Village of Bluford, Jefferson County
JURISDICTION (RDWY)	Village of Bluford (Jefferson County is lead agency)
LOCATION	Rural, Residential

ROADWAY DATA:

APPROACH SURFACE	2-Lane, 2-Way, 26-Foot Wide, Oil & Chip Roadway
ADT & SPEED	800 Vehicles Per Day (IDOT 2001), Speed Not Posted
TRAFFIC TYPE	Passenger or other vehicles limited to 3-ton load limit

RAILROAD DATA:

TRACKS & DIRECTION	Double Track, North-South
FREIGHT TRAFFIC	16 Per day @ 60 MPH, Possible Switch Movements, Day & Night
PASSENGER TRAFFIC	None

COMMENTS:

See Exhibit A, Pages 4 & 5: Illinois Department of Transportation, Master Structure Report. The structure is currently posted for a 3-Ton Load Limit. IDOT proposed improvement per MSR is "replacement do to the substandard capacity or geometrics".

Proposed Cost Division:

GCPF -----	60%
Local -----	30%
Railroad -----	10% (Not to exceed \$72,000)

Page 2 --- Photographs

Page 3 --- Aerial Photo/Sketch

Page 4, 5 --- IDOT, Master Structure Report

**SHORT STREET
DOT/AAR #295 162S, MILEPOST 40.80-U
BLUFORD, JEFFERSON COUNTY**



Photo 1: Look West

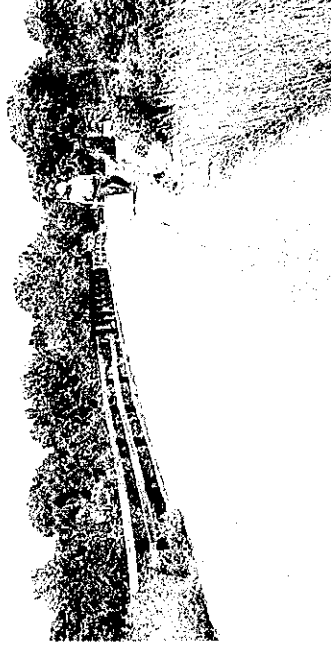


Photo 2: Look East



Photo 3: Look North

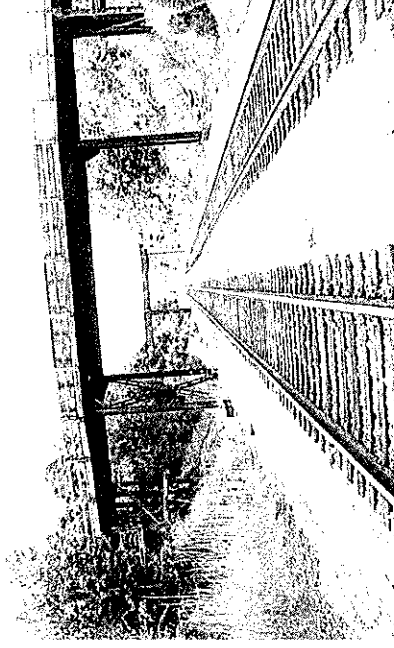
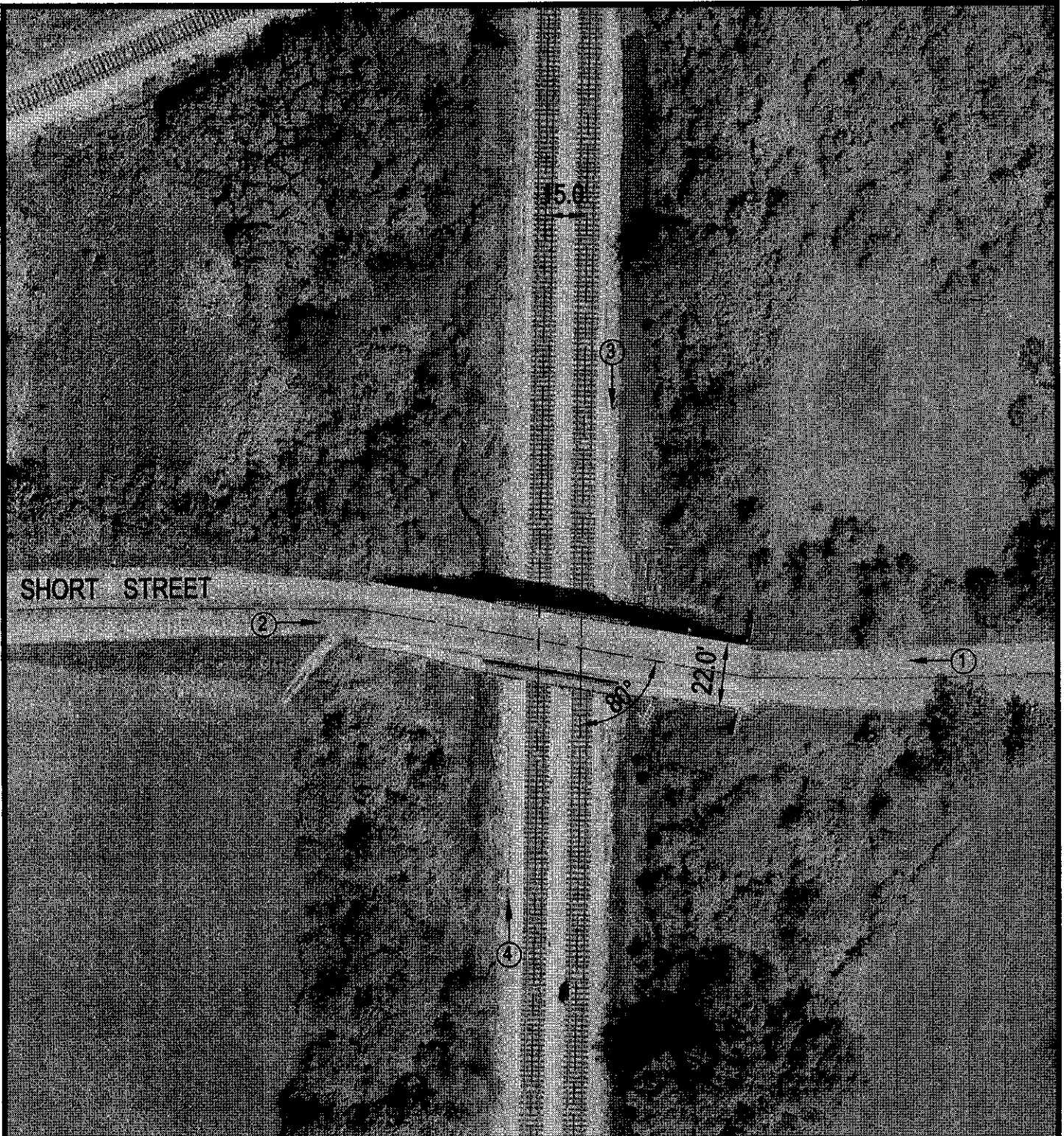
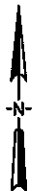


Photo 4: Look South



EXISTING STRUCTURE: Aerial Photo/Sketch



④ Photo Location

Crossing #: 295162S
 Location: Jefferson Co., City of Bluford (In)
 Lat/Long: 38°19'52" / 88°43'43"
 Railroad: Illinos Central Railroad Company
 Street: Short Street
 Railroad Milepost: 40.80-U
 IDOT ID #: 041-9926